

EXHIBIT A



**Service of Process
Transmittal**

07/09/2018

CT Log Number 533660540

TO: Larissa Oliver
Kindred Healthcare, Inc.
680 S 4th St
Louisville, KY 40202-2412

RE: Process Served in California

FOR: Kindred Healthcare Operating, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Rahje Parker, Pltf. vs. Kindred Healthcare Operating, Inc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Attachment(s)

COURT/AGENCY: San Bernardino County - Superior Court - San Bernardino, CA
Case # CIVDS1816331

NATURE OF ACTION: Medical Injury

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 07/09/2018 at 15:00

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Justin E D Daily
Daily Aljian LLP
100 Bayview Circle Ste 5500
Newport Beach, CA 92660
949-861-2524

ACTION ITEMS: CT has retained the current log, Retain Date: 07/10/2018, Expected Purge Date: 07/15/2018

Image SOP

Email Notification, Larissa Oliver larissa_oliver@kindredhealthcare.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

1-9-18 3:00pm

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):****KINDRED HEALTHCARE OPERATING, INC. and DOES 1 through 50, inclusive****YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):****RAHJE PARKER**

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT****JUN 28 2018**BY Jacqueline Harness
JACQUELINE HARNESS, DEPUTY**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form (if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presente su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no pueda pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

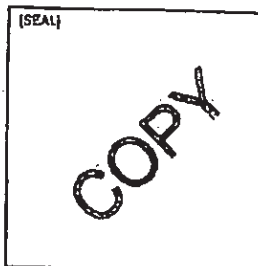
The name and address of the court is:
(El nombre y dirección de la corte es): San Bernardino District - Civil Division
247 West Third Street
San Bernardino, CA 92415-0210

CASE NUMBER:
(Número del Caso)
CIVDS1816331

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Justin E. D. Daily; Daily Aljian LLP; 100 Bayview Circle, Suite 5500, Newport Beach, CA 92660; 949.861.2524

DATE:
(Fecha) **JUN 28 2018**Clerk, by **JACQUELINE HARNESS**, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): **Kindred Healthcare Operating, Inc.**
 under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.80 (authorized person)
☐ other (specify):
 4. ☐ by personal delivery on (date):

DAILY ALJIAN LLP

Justin E. D. Daily (State Bar No. 209772)

jd@dallp.com

Debra Garfinkle (State Bar No. 153539)

dg@dallp.com

100 Bayview Circle, Suite 5500

Newport Beach, CA 92660

Telephone: 949.861.2524

Facsimile: 949.269.6364

Attorneys for Plaintiff,

RAHJE PARKER

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 28 2018

BY *Jacqueline Harness*
JACQUELINE HARNESS, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

RAHJE PARKER

Plaintiff,

v.

**KINDRED HEALTHCARE
OPERATING, INC. and DOES 1
through 50, inclusive,**

Defendant(s).

CASE NO. CIVDS1816331

COMPLAINT FOR DAMAGES:

1. Failure to Pay Overtime;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Waiting Time Penalties;
5. Failure to Provide Accurate Wage Statements; and
6. Unfair Business Practices in Violation of Business & Professions Code §§ 17200 et seq.

JURY TRIAL REQUESTED

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Newport Beach, California

COMPLAINT

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Newport Beach, California

1 Plaintiff RAHJE PARKER ("Plaintiff" or "Mr. Parker") hereby brings this
2 Complaint against Defendant KINDRED HEALTHCARE OPERATING, INC
3 ("Kindred"), and DOES 1 through 50, inclusive (collectively referred to herein as
4 "Defendants") and alleges as follows:

5 **PARTIES, VENUE, AND GENERAL ALLEGATIONS**

6 1. Plaintiff is, and at all relevant times herein has been, an individual residing
7 in California.

8 2. Plaintiff is informed, believes, and thereon alleges that Kindred is a
9 Delaware corporation authorized to do business, and doing business, in California in San
10 Bernardino County.

11 3. The acts and/or omissions herein complained of all occurred in San
12 Bernardino County, California.

13 4. At all times material hereto, Defendants were employers in the State of
14 California and subject to the California Labor Code ("Labor Code"), applicable Industrial
15 Welfare Commission Wage Orders ("IWC Wage Orders"), and applicable state or federal
16 statute, rule or regulation.

17 5. At all times material to this Complaint, Plaintiff was an employee of
18 Defendants, and each of them.

19 6. The true names and capacities, whether a corporation, agent, individual, or
20 otherwise, of defendants DOES 1 through 50, are unknown to Plaintiff, who therefore
21 sues said defendants by such fictitious names. Each defendant designated herein as a
22 DOE is negligently or otherwise legally responsible in some manner for the events and
23 happenings referred to herein and thereby proximately caused injuries and damages to
24 Plaintiff as alleged herein. Plaintiff will seek leave of Court to amend this Complaint to
25 show their names and capacities when the same have been ascertained.

26 7. At all times mentioned herein, DOES 1 through 50, were the agents,
27 representatives, employees, successors and/or assigns of Defendants and at all times
28

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1 pertinent hereto were acting within the course and scope of their authority as such agents,
2 representatives, employees, successors and/or assigns.

3 8. Plaintiff is informed, believes, and thereon alleges that at all times material
4 hereto, Defendants and its agents, employees, alter egos, and/or joint ventures were acting
5 within the course and scope of such agency, employment, joint venture, or concerted
6 activity.

7 9. Plaintiff is informed, believes, and thereon alleges that at all relevant times
8 herein mentioned Defendants are and were corporations, business entities, individuals,
9 and partnerships, licensed to do business and actually doing business in the State of
10 California. Defendants own and operate a hospital located in Ontario, California, in the
11 County of San Bernardino. As such, and based upon all the facts and circumstances
12 incident to Defendants' business in California, Defendants are subject to the Labor Code
13 and the IWC Wage Orders.

14 10. Pursuant to California Code of Civil Procedure § 395(a) and/or 395.5, venue
15 is proper in the above-entitled Court, because all Defendants do business in San
16 Bernardino County and all acts and omissions giving rise to the causes of action stated
17 herein occurred or arose in San Bernardino County.

18 11. Plaintiff is informed, believes, and thereon alleges that the Defendants
19 committed other wrongful acts or omissions of which Plaintiff is presently unaware.
20 Plaintiff shall conduct discovery to identify said wrongful acts, and will seek leave of
21 Court to amend this Complaint to add said acts upon discovery.

22 **FACTS COMMON TO ALL CAUSES OF ACTION**

23 12. Mr. Parker worked for Kindred as a respiratory therapist from March 2012
24 through July 7, 2017.

25 13. During his employment with Kindred, Mr. Parker frequently worked
26 overtime hours but did not receive overtime pay for the additional work.

27 14. In addition, during his employment with Kindred, Mr. Parker was not
28 provided with uninterrupted meal or rest breaks, relieved of all work duties, as required by

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1 law. In particular, Mr. Parker was seldom permitted to take any of his 2 or 3 earned 10-
2 minute rest breaks per day, and when he was allowed a break, he was required to remain
3 available and on call should the need for his services arise. Therefore, Mr. Parker was not
4 provided any uninterrupted rest breaks, removed of all of his work duties.

5 15. In addition, during his employment with Kindred, when Mr. Parker took his
6 meal periods, he was forced to clock out but remain available if needed. In fact, Mr.
7 Parker was frequently called back to duty and performed off-the-clock work during his
8 meal periods. Mr. Parker was not compensated for meal periods that he worked through,
9 had interrupted, were missed or cut short.

10 FIRST CAUSE OF ACTION

11 Failure to Pay Overtime Compensation

12 (Against Defendant and DOES 1-25)

13 16. Plaintiff hereby incorporates by reference the allegations in the above
14 paragraphs as though fully set forth herein.

15 17. The applicable IWC Wage Order and Labor Code § 510, *et seq.*, require
16 employers such as Defendants to pay overtime wages to all non-exempt employees.
17 Throughout Plaintiff's employment with Defendants, Plaintiff worked overtime hours but
18 was not paid his full overtime wages. As such, Defendants have violated both the daily
19 and the weekly overtime pay requirements under California law.

20 18. During Plaintiff's employment with Defendants, Defendants have engaged
21 in a regular practice of willfully, unfairly and unlawfully depriving employees of their
22 right to premium overtime compensation. At all times alleged herein, Plaintiff was
23 employed by Defendants. At no time during his employment with Defendants did
24 Plaintiff meet any test for "exempt" status under California law.

25 19. As a direct and proximate cause of Defendants' wrongful conduct, Plaintiff
26 has sustained and will continue to sustain damages in the amount of unpaid overtime
27 premiums, together with interest thereon, attorney's fees and costs of suit. Plaintiff is
28

1 entitled to the unpaid balance of wages owed, penalties plus interest, and reasonable
2 attorney's fees and costs of suit, in an amount to be determined at trial according to proof.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Meal Periods**

5 **(Against Defendant and DOES 1-25)**

6 20. Plaintiff hereby incorporates by reference the allegations in the above
7 paragraphs as though fully set forth herein.

8 21. Labor Code § 512(a) and applicable IWC Wage Orders prohibit employers
9 from employing any person for a work period of more than five hours without a meal
10 period of not less than thirty uninterrupted minutes. Further, employers may not employ
11 an employee for a work period of more than ten hours per day without a second meal
12 period of not less than thirty minutes.

13 22. Plaintiff regularly was required to work through, miss, or have his lunches
14 cut short or interrupted. Defendants' unreasonable work demands created a culture and
15 work environment that prohibited Plaintiff from taking a proper off duty meal break.

16 23. Defendants have willfully, unfairly, fraudulently or unlawfully failed to
17 authorize or permit Plaintiff to take meal periods pursuant to Labor Code § 512(a). As a
18 result, Defendants are liable to Plaintiff for premium compensation of one hour of pay at
19 the employee's regular rate for each workday that the meal period was not authorized or
20 permitted pursuant to Labor Code § 226.7, in a total amount to be proven at trial
21 according to proof.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Provide Rest Periods**

24 **(Against Defendant and DOES 1-25)**

25 24. Plaintiff hereby incorporates by reference the allegations in the above
26 paragraphs as though fully set forth herein.

27 25. California law and applicable IWC Wage Orders require employers to
28 authorize and permit all employees to take uninterrupted rest periods. The rest period

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time is based on the total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction thereof.

26. Plaintiff routinely worked for Defendants in shifts in excess of eight hours, but was not authorized or permitted or fully relieved of all duties to take rest periods. Defendants have willfully, unfairly, fraudulently or unlawfully failed to authorize or permit Plaintiff to take rest periods pursuant to California law.

27. As a result, Defendants are liable to Plaintiff for premium compensation of one hour of pay at the employee's regular rate for each workday that the rest period was not authorized or permitted pursuant to Labor Code § 226.7, in a total amount to be determined at trial according to proof.

FOURTH CAUSE OF ACTION

Waiting Time Penalties

(Against Defendant and DOES 1-25)

28. Plaintiff hereby incorporates by reference the allegations in the above paragraphs as though fully set forth herein.

29. Labor Code § 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge as required pursuant to Labor Code § 201, the employer is liable to the employee for penalties.

30. At the time of Plaintiff's termination of employment, Plaintiff had unpaid wages, overtime wages, and premium pay for missed meal periods and rest periods outstanding.

31. Defendants have willfully, unfairly, fraudulently, or unlawfully failed to pay Plaintiff compensation owed upon termination of employment pursuant to Labor Code § 201. Plaintiff's employment with Defendants terminated on or about July 7, 2017, but Defendants failed to pay Plaintiff all of the unpaid wages and compensation due at the time of termination. As a result, Defendants are liable to Plaintiff for waiting time

1 penalties pursuant to Labor Code § 203 in an amount to be determined at trial, according
2 to proof.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Provide Accurate Wage Statements**

5 **(Against Defendant and DOES 1-25)**

6 32. Plaintiff hereby incorporates by reference the allegations in the above
7 paragraphs as though fully set forth herein.

8 33. Labor Code § 226(a) requires employers, at the time of each payment of
9 wages, to furnish each employee with an accurate statement itemizing, among other
10 things: (1) gross wages earned; (2) the total hours worked by the employee; (3) all
11 deductions; (4) net wages earned; (5) the inclusive dates of the period for which the
12 employee is paid; (6) the name of the employee and his or her social security number (last
13 four digits); (7) the name and address of the legal entity that is the employer; and (8) all
14 applicable hourly rates in effect during the pay period and the corresponding number of
15 hours worked at each hourly rate by the employee. California Labor Code § 1174 further
16 requires that such payroll records be kept in a central location.

17 34. Labor Code § 226(e) further provides that if an employer knowingly and
18 intentionally fails to provide a statement itemizing, among other things, the total hours
19 worked by the employee, then the employee is entitled to recover the greater of all actual
20 damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for
21 each subsequent violation, up to four thousand dollars (\$4,000).

22 35. Furthermore, the applicable IWC Wage Orders require Defendants to
23 maintain time records showing, among other things, when the employee begins and ends
24 each work period, meal periods, split shift intervals and total daily hours worked in
25 itemized wage statements, and must show all deductions and reimbursements from
26 payment of wages, and accurately report total hours worked by Plaintiff.

27 36. As alleged herein, Defendants routinely required Plaintiff to work overtime
28 hours but failed to pay Plaintiff all compensation earned, including overtime, in violation

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1 of the Labor Code. Defendants further failed to provide Plaintiff with premium
2 compensation for missed meal and rest periods as required by the Labor Code. Thus,
3 Defendants have knowingly and intentionally failed to comply with the Labor Code on
4 each and every wage statement that should have been provided to Plaintiff including by
5 failing to accurately state the total number of hours worked, the gross wages earned, and
6 the net wages earned.

7 37. By failing to keep accurate records and provide such records to Plaintiff as
8 required by Labor Code §§ 226(a) and 1174, Defendants have injured Plaintiff and made
9 it difficult to calculate the unpaid wages earned and due to Plaintiff. Moreover,
10 Defendants' failure to comply with Labor Code § 1174 is unlawful pursuant to Labor
11 Code § 1175.

12 38. As a consequence of Defendants' willful failure to provide Plaintiff with
13 accurate records as required by Labor Code § 226(a), Plaintiff is entitled to damages,
14 reasonable attorney's fees, and costs pursuant to Labor Code § 226(e) in an amount to be
15 determined at trial according to proof.

16 SIXTH CAUSE OF ACTION

17 Unfair Business Practices in Violation of 18 Business & Professions Code §§ 17200 et seq. 19 (Against Defendant and DOES 26-50)

20 39. Plaintiff hereby incorporates by reference the allegations in the above
21 paragraphs as though fully set forth herein.

22 40. Business & Professions Code § 17203 provides "[t]he court may make such
23 orders or judgments . . . as may be necessary to prevent the use or employment by any
24 person of any practice which constitutes unfair competition, as defined in this chapter, or
25 as may be necessary to restore to any person in interest any money or property, real or
26 personal, which may have been acquired by means of unfair competition."

27 41. Business & Professions Code § 17204 provides for suits for injunctive relief
28 to be brought by both public officials and private attorneys: "Actions for injunction

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1 pursuant to this chapter shall be prosecuted by . . . a person who has suffered injury in fact
2 and has lost money or property as a result of the unfair competition.”

3 42. Defendants’ policies and practices of willfully and unfairly, fraudulently or
4 unlawfully failing to pay employees for all hours worked; failing to pay overtime wages;
5 failing to authorize or permit meal and rest periods or pay premium compensation in lieu
6 thereof; failing to timely pay all wages, and failing to provide employees with accurate,
7 itemized wage statements violate California law. Further, Defendants’ policy and practice
8 of failing and refusing to pay wages due and owing to its employees and Plaintiff at the
9 time of termination violates California law.

10 43. Defendants’ policies and practices constitute unfair, fraudulent, or unlawful
11 business practices that violate Business and Professions Code §§ 17200 et seq. Upon
12 information and belief, Defendants, and each of them, did these acts for the specific
13 purpose of denying wages to their employees and to convert and otherwise use the wages
14 in question for their own personal benefit, and thereby achieve operating and profit
15 objectives in a manner that violates the law.

16 44. Plaintiff is informed and believes and based thereon alleges that Defendants
17 threaten to, and unless restrained, will (1) continue to wrongfully use and convert wages
18 of their employees for their own personal use and benefit; and (2) wrongfully use and
19 convert the wages due and owed to Plaintiff for their personal use and benefit. The acts
20 and omissions of Defendants, as alleged above, will irreparably harm Plaintiff,
21 Defendants’ employees and the general public.

22 45. Wherefore, Plaintiff seeks injunctive relief enjoining Defendants from
23 continuing its unfair, fraudulent or unlawful policy and practice, and seeks appropriate
24 relief available under the California Unfair Business Practices Act.

25 PRAYER FOR RELIEF

26 WHEREFORE, Plaintiff prays for judgment as follows:

27 1. For general damages and compensatory damages in an amount according to
28 proof, together with prejudgment interest;

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2. For special damages;
3. For compensatory damages according to proof, including past and future lost earnings and other employment benefits;
4. For prejudgment and post judgment interest;
5. For all damages and penalties available for violations of the Labor Code;
6. For all damages available for violations of the Business and Professions Code;
7. For an award of attorney's fees pursuant to Labor Code § 226, 1194, 2802, and any other applicable provisions of California statutory or common law;
8. For costs of suit incurred;
9. For punitive and exemplary damages, according to proof; and
10. For any other and further relief as the Court deems just and proper.

Dated: June 25, 2018

DAILY ALJIAN LLP

By:

Justin E. D. Daily
Attorneys for Plaintiff,
RAHJE PARKER.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

Dated: June 25, 2018

DAILY ALJIAN LLP

By:

Justin E. D. Daily
Attorneys for Plaintiff,
RAHJE PARKER.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Justin E. D. Daily (SBN 209772) Daily Aljian LLP 100 Bayview Circle, Suite 5500 Newport Beach, CA 92660 TELEPHONE NO.: 949.861.2524 FAX NO.: 949.269.6364 ATTORNEY FOR (Name): Plaintiff Rahje Parker		CM-010 FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT JUN 28 2018 BY <u>Jacqueline Harness</u> JACQUELINE HARNESS, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 247 West Third Street MAILING ADDRESS: 247 West Third Street CITY AND ZIP CODE: San Bernardino 92415 BRANCH NAME: San Bernardino District - Civil Division		CASE NAME: Rahje Parker v. Kindred Healthcare Operating, Inc.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: CIV081816331		JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|---|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input checked="" type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 6
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 6/27/18

Justin E. D. Daily

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) <i>(If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i>	Construction Defect (10)
	Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i>	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Asbestos Property Damage	Collection Case—Seller Plaintiff	Enforcement of Judgment
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Product Liability <i>(not asbestos or toxic/environmental)</i> (24)	Insurance Coverage <i>(not provisionally complex)</i> (18)	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Auto Subrogation	Confession of Judgment <i>(non-domestic relations)</i>
Medical Malpractice—Physicians & Surgeons	Other Coverage	Sister State Judgment
Other Professional Health Care Malpractice	Other Contract (37)	Administrative Agency Award <i>(not unpaid taxes)</i>
Other PI/PD/WD (23)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	Miscellaneous Civil Complaint
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint <i>(not specified above)</i> (42)
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Non-PI/PD/WD (Other) Tort	Writ of Possession of Real Property	Injunctive Relief Only <i>(non-harassment)</i>
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)	Quiet Title	Other Commercial Complaint
Defamation (e.g., slander, libel) (13)	Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i>	Case <i>(non-tort/non-complex)</i>
Fraud (16)	Unlawful Detainer	Other Civil Complaint <i>(non-tort/non-complex)</i>
Intellectual Property (19)	Commercial (31)	Miscellaneous Civil Petition
Professional Negligence (25)	Residential (32)	Partnership and Corporate Governance (21)
Legal Malpractice	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Other Petition <i>(not specified above)</i> (43)
Other Professional Malpractice <i>(not medical or legal)</i>	Judicial Review	Civil Harassment
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Workplace Violence
Employment	Petition Re: Arbitration Award (11)	Elder/Dependent Adult Abuse
Wrongful Termination (36)	Writ of Mandate (02)	Election Contest
Other Employment (15)	Writ—Administrative Mandamus	Petition for Name Change
	Writ—Mandamus on Limited Court Case Matter	Petition for Relief From Late Claim
	Writ—Other Limited Court Case Review	Other Civil Petition
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

San Bernardino District - Civil
247 West Third Street

San Bernardino, CA. 924150210

CASE NO: CIVDS1816331

DAILY ALJIAN LLP
100 BAYVIEW CIRCLE
STE 5500
NEWPORT BEACH CA 92660

NOTICE OF TRIAL SETTING CONFERENCE

IN RE: PARKER -V- KINDRED HEALTHCARE

THIS CASE HAS BEEN ASSIGNED TO: Thomas S. Garza IN DEPARTMENT S27
FOR ALL PURPOSES.

Notice is hereby given that the above-entitled case has been set for
Trial Setting Conference at the court located at 247 WEST THIRD STREET
SAN BERNARDINO, CA 92415-0210.

HEARING DATE: 12/28/18 at 8:30 in Dept. S27

DATE: 06/28/18 Nancy Eberhardt, Court Executive Officer

By: JACQUELINE HARNESS

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San
Bernardino at the above listed address. I am not a party to this
action and on the date and place shown below, I served a copy of the
above listed notice:

- () Enclosed in a sealed envelope mailed to the interested party
addressed above, for collection and mailing this date, following
standard Court practices.
- () Enclosed in a sealed envelope, first class postage prepaid in the
U.S. mail at the location shown above, mailed to the interested party
and addressed as shown above, or as shown on the attached listing.
- () A copy of this notice was given to the filing party at the counter
- () A copy of this notice was placed in the bin located at this office
and identified as the location for the above law firm's collection of
file stamped documents.

Date of Mailing: 06/28/18

I declare under penalty of perjury that the foregoing is true and
correct. Executed on 06/28/18 at San Bernardino, CA

BY: JACQUELINE HARNESS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Rahje Parker

CIVDS1816331

CASE NO.:

vs.

CERTIFICATE OF ASSIGNMENT

Kindred Healthcare Operating, Inc.

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the
Civil Division of the San Bernardino District of the Superior Court under Rule 404 of this court for the
checked reason:

☒ General☐ Collection

Nature of Action

Ground

- | | |
|--|--|
| <input type="checkbox"/> 1. Adoption | Petitioner resides within the district |
| <input type="checkbox"/> 2. Conservator | Petitioner or conservatee resides within the district. |
| <input type="checkbox"/> 3. Contract | Performance in the district is expressly provided for. |
| <input type="checkbox"/> 4. Equity | The cause of action arose within the district. |
| <input type="checkbox"/> 5. Eminent Domain | The property is located within the district. |
| <input type="checkbox"/> 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| <input type="checkbox"/> 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| <input type="checkbox"/> 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| <input type="checkbox"/> 9. Mandate | The defendant functions wholly within the district. |
| <input type="checkbox"/> 10. Name Change | The petitioner resides within the district. |
| <input type="checkbox"/> 11. Personal Injury | The injury occurred within the district. |
| <input type="checkbox"/> 12. Personal Property | The property is located within the district. |
| <input type="checkbox"/> 13. Probate | Decedent resided or resides within the district or had property within the district. |
| <input type="checkbox"/> 14. Prohibition | The defendant functions wholly within the district. |
| <input type="checkbox"/> 15. Review | The defendant functions wholly within the district. |
| <input type="checkbox"/> 16. Title to Real Property | The property is located within the district. |
| <input type="checkbox"/> 17. Transferred Action | The lower court is located within the district. |
| <input type="checkbox"/> 18. Unlawful Detainer | The property is located within the district. |
| <input type="checkbox"/> 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| <input checked="" type="checkbox"/> 20. Other Employment | Place of Employment. |
| <input type="checkbox"/> 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

Kindred Healthcare Operating, Inc.

550 N. Monterey Ave.

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Ontario

CA

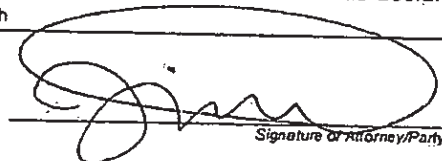
91764

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed
on June 27, 2018 at Newport Beach, California



Signature of Attorney/Party

CERTIFICATE OF ASSIGNMENT



Superior Court of California-County of San Bernardino

ALTERNATIVE DISPUTE RESOLUTION

What is Alternative Dispute Resolution?

There are different processes available to settle lawsuits that do not require a trial. In Alternative Dispute Resolutions (ADR) a trained, impartial person decides disputes or helps the parties reach resolutions of their disputes for themselves. These persons are *neutrals*, who are normally chosen by the disputing parties or the court.

Advantages of ADR

- Often faster than going to trial.
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing the parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to a remedy.
- ADR can be used, even after a lawsuit, if the result is appealed.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error if by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR: Mediation and Arbitration

Mediation

In mediation, the mediator (*a neutral*) assists the parties in reaching a mutually acceptable resolution of their dispute.

- Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.
- ADR is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other.
- ADR can be particularly effective when parties have a continuing relationship, such as neighbors or businesses.
- ADR can be also very effective where personal feelings are getting in the way of a resolution.

Arbitration

In arbitration, the arbitrator (*a neutral*) reviews evidence, hears arguments, and makes a decision (*award*) to resolve the dispute. This is very different from mediation whereby the mediator helps the parties reach their own resolution. Arbitration may be more informal, quicker, and less expensive than a trial.

There are two types of arbitration in California:

- Private arbitration by agreement of the parties involved in the dispute. This type takes place outside of the court and normally is binding. In most cases "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an opportunity to appeal the decision.
- Judicial arbitration ordered by the court. The arbitrator's decision is not binding unless the parties agree to be bound. A party who does not like the award may file a request for trial with the court within a specified time. However, if that party does not receive a more favorable award at trial, the party may have to pay a penalty.

More Information

There are several other types of ADR. Some of these include conciliation, settlement conference, fact finding, mini-trial, Victim Offender Reconciliation Program, and summary trial jury. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type of ADR that is most likely to resolve your particular dispute.

The selection of a neutral is also an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals.

Agreements reached through ADR normally are put into writing and, if the parties wish, may become binding contracts that can be enforced by the court.

ADR can be used to resolve disputes instead of filing a lawsuit. Even after a lawsuit has been filed, the court can refer the dispute to a neutral. ADR has also been used to resolve disputes even after trial, when the result is appealed.

You may wish to seek the advice of an attorney as to your legal rights and matters relating to the dispute before pursuing ADR.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association, or;
- Look in a phone directory under mediation or arbitration services.

The following alternate dispute resolution service providers are under contract with the County of San Bernardino to provide services for the listed types of matters under referral by the Court at no or low cost. The contractors may also provide additional mediation services outside of their contracts with the County.

*Civil, family law (except custody and support)
Landlord-tenant, unlawful detainers, small claims:*
Program Director: Lynne Anderson, Executive Director
City Center Building
Inland Fair Housing & Mediation Board
10681 Foothill Boulevard, Suite 101
Rancho Cucamonga, CA 91730
909-984-2254 or 800-321-0911
Fax: 909-460-0274
www.inimedbd.com